

Prepared by and return to:

TVA TRACT NO. XTCOLR-3

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SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into by and between the UNITED STATES OF AMERICA, (sometimes hereinafter referred to as the "GRANTOR"), acting herein by and through its legal agent, the TENNESSEE VALLEY AUTHORITY (sometimes hereinafter referred to as "TVA"), a corporation created and existing under an Act of Congress known as the Tennessee Valley Authority Act of 1933, as amended, (hereinafter referred to as the "Act") and the STATE OF TENNESSEE (sometimes hereinafter referred to as the "GRANTEE");

W I T N E S S E T H

WHEREAS, Section 4(k)(a) of the Act authorizes TVA in the name of the UNITED STATES OF AMERICA, to convey any real property in its possession or under its control for the purpose of recreation or use as a summer residence; and

WHEREAS no permanent dam, hydroelectric power plant, fertilizer plant, or munitions plant is located on the parcels of land located in Maury County, Tennessee, hereinafter described and designated in the TVA land records as Tract No. XTCOLR-3; and

WHEREAS, the sale of said land has been duly approved by the General Services Administration exercising the authority of the President of the United States in accordance with Section 4(k)(c) of the Act and Executive Order No. 11609.

NOW, THEREFORE, in consideration of the foregoing premises and other provisions of this special warranty deed, the GRANTOR does hereby give and grant unto the GRANTEE, for the purpose of recreation or use as summer residences or use for the operation of pleasure resorts for boating, fishing, bathing, or any similar purposes, subject to such reservations, conditions, and limitations as hereinafter set forth, said TVA Tract No. XTCOLR-3, which parcels of land are specifically described in Exhibits A and B and shown on US-TVA Land Transfer Maps Nos. 80 MS 422K 503-1D through -20D, -25D through -28D, and -49D through -51D (sometimes hereinafter referred to as "Exhibit Maps") and found in Book 13, page 277 in the office of the Register of Maury County, Tennessee, and by this reference are hereby incorporated in and made a part of this instrument as fully as if here written and provided further GRANTOR does hereby remise, release, and forever quitclaim unto GRANTEE any interest GRANTOR may have in that real property identified in the TVA land records as TVA Tract Nos. COR-3 and COR-13, as referenced in said Exhibit B.

This deed shall cover and include all lands which may not be particularly described in said Exhibit A (including lands which may not be contiguous to tracts which are particularly described) but which were acquired by GRANTOR for the Columbia Reservoir Project. The land being conveyed hereunder is sometimes hereinafter referred to as the Columbia Project Lands area.

THE GRANTOR, as fee owner, expressly reserves for itself, TVA, their successors and assigns, permanent easements and rights-of-way of specified widths for the following purposes, namely: the perpetual right to enter said land at any time and from time to time to erect, maintain, upgrade, repair,

rebuild, operate, and patrol as many lines of poles or transmission line structures as GRANTOR deems necessary or useful for electric power transmission purposes, for the Madison-Maury 500-kV Transmission Line, 100-feet on each side of the centerline of said transmission line (also identified in the TVA Official Maximo TPS Line Names as Browns Ferry NP-Maury, L6060), the Lewisburg-Columbia 46-kV Transmission Line, 75-feet on each side of the centerline of said transmission line (also identified in the TVA Official Maximo TPS Line Names as Columbia District-Structure 234 (Lewisburg) No. 2, L2468) and the Columbia-Lewisburg 46-kV Transmission Line, 75-feet on each side of the centerline of said transmission line (also identified in the TVA Official Maximo TPS Line Names as ((Columbia District) Structure 277-Structure 190 (Lewisburg) No. 1, L2418), transmission lines as shown on said Exhibit Maps, with sufficient wires, cables and structures for electric power circuits and communication circuits and facilities, and all necessary appurtenances, in, on, over, and across said land, together with the right to clear said land and keep the same clear of brush, trees, buildings, and fire hazards; to destroy or otherwise dispose of such trees and brush; and to remove, destroy, or otherwise dispose of any trees, which in falling could come within ten (10) feet of any transmission line structure or conductor. Furthermore, in addition to the above-mentioned rights, TVA, its successors and assigns reserve a 200-foot wide easement for future transmission line purposes as referenced above to be located west of and adjacent to the right-of-way of the above-mentioned Madison-Maury 500-kV Transmission Line (300 feet total from the centerline of said transmission line). GRANTOR's access to and from said existing transmission line easement rights-of-way and the above-mentioned area for additional transmission line purposes, on, over, and across lands held by GRANTEE will be at places mutually agreed upon by TVA, its successors and assigns, and GRANTEE; however, said GRANTEE shall not unreasonably withhold its approval. Also, GRANTEE by acceptance of this conveyance, agrees that all of the above-mentioned rights and access thereto are at no cost or consideration to the GRANTOR or TVA now or at any time in the future.

GRANTEE, by accepting this conveyance, covenants and agrees on behalf of itself, its successors and assigns, that the following constitute real covenants which attach to and run with the land hereby conveyed and will be binding upon anyone who may hereafter come into ownership thereof or be authorized to use such land whether by purchase, devise, descent, or succession; that these covenants may be enforced by GRANTOR, TVA, or any agency of GRANTOR whose responsibilities include the protection of wildlife or the environment (including, without limitation, the U.S. Fish and Wildlife Service); and that any failure to enforce any covenant shall not be construed to be a waiver of such covenant or any other covenant:

1. For so long as the land conveyed hereby is owned by the State of Tennessee or any governmental subdivision thereof, said land and all facilities constructed thereon shall at all times be made available for use by all members of the general public without distinction or discrimination, and no person shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the use of the property, which shall be administered in full compliance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all regulations issued by TVA thereunder at 18 C.F.R. pts. 1302, 1307, and 1309, the provisions of which, and all future amendments of such statutes and regulations, are incorporated herein by reference and made a part hereof; provided however, that nothing herein shall preclude restricting the public's access to property as necessary to protect sensitive resources, including, but not limited to, species, habitats, and cultural resources.
2. Except to the extent that the use of certain portions of the land hereby conveyed is further restricted herein, GRANTEE covenants that the land hereby conveyed shall be used only for purposes now authorized by Section 4(k)(a) of the Act. These purposes include recreation or use for summer residences or for the operation of pleasure resorts for boating, fishing, bathing, or any similar purpose; provided, however, that the occupancy of a residence at times other than, or in addition to, the summer season shall not be deemed to be a breach of this covenant; provided,

further, that the use of a reservoir for water supply purposes as well as recreation shall not be deemed to be a breach of this covenant.

3. GRANTEE shall comply with all applicable standards and requirements relating to environmental protection and pollution control now in effect or hereafter established by or pursuant to Federal, State, or local statutes, ordinances, regulations, or codes.
4. GRANTEE will conduct all land-disturbing activities on the property in accordance with best management practices as defined by section 208 of the Clean Water Act and implementing regulations, to control erosion and sedimentation so as to prevent adverse impact on water quality and related aquatic interests, including threatened and endangered species.
5. GRANTEE will not construct any structure or facility for which TVA approval is required under Section 26a of the TVA Act until plans for such structure or facility have been submitted to TVA and have been approved in writing in accordance with established procedures. Nothing in this instrument shall be construed as constituting such approval by TVA.
6. GRANTEE will not construct or maintain any buildings, fill, or other structures, except water-use facilities constructed in accordance with plans approved in advance by TVA, on any portion of the property which is located within the limits of the 100-year floodway as defined or established by the Federal Emergency Management Agency. GRANTEE will not construct or maintain any buildings, fill, or other structures within the 100-year floodplain unless: (a) GRANTEE determines there is no practicable alternative to locating the structures in the floodplain; (b) such structures comply with all applicable regulations for construction in the floodplain; (c) the structures are designed so as to minimize potential flood damage and harm to the floodplain; and (d) the elevation of the floor level of all such buildings is at least 1 foot above the elevation of the 100-year floodplain. GRANTEE will not construct any buildings, fill, or other structures within the wetlands, the location of said wetlands as identified by TVA, unless: (a) there is no practicable alternative to such construction; (b) the construction is designed to include all practicable measures to minimize harm to the wetlands which may result from such use; and (c) all applicable permits and approvals for construction in the wetlands have been obtained, including any necessary permits or approvals from the U.S. Army Corps of Engineers.
7. Any residential development or other use, on any portion of the property where residential development or another use is permitted under this deed, shall conform to all applicable environmental standards and reviews, including those contained in TVA's Environmental Impact Statement entitled Use of Lands Acquired for the Columbia Dam Component of the Duck River Project and dated April 1999, a copy of which may be found in the land records of TVA.
8. GRANTEE shall not use or permit the use of the land identified as the Duck River Protective Corridor, for any purposes other than recreation purposes. The location of said Corridor has been determined by TVA, and is generally shown on the map identified as Exhibit C, as found in Book 13, page 277, in the office of the Register of Maury County, Tennessee, and by this reference Exhibit C is hereby incorporated in and made a part of this instrument as fully as if here written. As used in this covenant, "recreation purposes" includes hiking, hunting, boating, fishing, bathing, sightseeing, camping, wildlife management (including agricultural use related to wildlife management, such as food crops and hay), resource conservation and preservation activities, and similar uses, but does not include residential use or intensive recreational uses such as, but not limited to, golf courses, off-road vehicles and pleasure resorts. In addition, GRANTEE shall not use or permit the use of such land for any purpose that would diminish its value for mitigation of environmental losses associated with the development of a Fountain Creek reservoir. Provided, however, that this additional restriction shall no longer apply if, after January 1, 2050, GRANTEE determines that a Fountain Creek reservoir will not be built.

9. Unless and until the land identified as the Fountain Creek Protective Corridor, the location of which has been determined by TVA, and as generally shown on said Exhibit C, is used for a Fountain Creek reservoir, GRANTEE shall not use or permit the use of such land for any purposes other than recreation purposes. As used in this covenant, "recreation purposes" includes hiking, hunting, boating, fishing, bathing, sightseeing, camping, wildlife management (including agricultural use related to wildlife management, such as food crops and hay), resource conservation and preservation activities, and similar uses, but does not include residential use or intensive recreational uses such as, but not limited to, golf courses, off-road vehicles and pleasure resorts. In addition, prior to January 1, 2050, GRANTEE shall not use or permit the use of such land for any purpose that would be inconsistent with the future use of the land as a reservoir for recreation and water supply.
10. Until the year 2050 or until the construction of a Fountain Creek reservoir, whichever first occurs, the land identified as the Fountain Creek Reservoir Land, the location of which has been determined by TVA, and as generally shown on said Exhibit C, shall be reserved for reservoir purposes. During this period, GRANTEE shall not use or permit the use of such land for any purposes other than recreation purposes. As used in this covenant, "recreation purposes" includes hiking, hunting, boating, fishing, bathing, sightseeing, camping, wildlife management (including agricultural use related to wildlife management, such as food crops and hay), resource conservation and preservation activities, and similar uses, but does not include residential use or intensive recreational uses such as, but not limited to, golf courses, off-road vehicles and pleasure resorts. In addition, during this period GRANTEE shall not use or permit the use of such land for any purpose that would be inconsistent with the future use of the land as a reservoir for recreation and water supply. Beginning January 1, 2050, and thereafter, whether or not a Fountain Creek reservoir has been built, such land may be used for any purpose now authorized by Section 4(k)(a) of the TVA Act, subject to covenants 1-6 above; provided, however, that if a Fountain Creek reservoir is not built, the use of the land identified as the Fountain Creek Protective Corridor shall continue to be restricted in perpetuity to only those recreation purposes defined in covenant 9 above.
11. Until January 1, 2050, and thereafter, if a Fountain Creek reservoir is built, any development of the Fountain Creek Reservoir Land conveyed by this deed, and other lands in the watershed of the potential Fountain Creek reservoir otherwise acquired by GRANTEE from any source, shall be consistent with all environmental standards and requirements relating to the use of the reservoir for water supply, including standards and requirements for source water protection.
12. The entity or entities that manage the Duck River Protective Corridor, the Fountain Creek Protective Corridor, and/or the Fountain Creek Reservoir Land for GRANTEE shall have experience in, and statutory responsibility for, managing lands for natural resources and recreation purposes and shall have law enforcement authority. The management entity may enter into contracts concerning permitted uses of these lands but must retain and diligently exercise oversight and law enforcement authority.
13. GRANTEE shall preserve and maintain the Giles-Harris House, the location which has been identified by TVA (located generally on Exhibit Map 80 MS 422K 503-5D), in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, 1983) in order to preserve and enhance those qualities that make the above-named property eligible for inclusion in the National Register of Historic Places. No construction, alteration, remodeling or any other things shall be undertaken or permitted to be undertaken on the Giles-Harris House which would affect the integrity or the appearance of the aforesaid attributes without the express prior written

permission of the Tennessee State Historical Preservation Officer (SHPO) signed by a fully authorized representative thereof.

14. GRANTEE shall preserve and maintain the historic property known as the Lime Kiln, the location of which has been identified by TVA (located generally on Exhibit Map 80 MS 422K 503-9D), in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, 1983) in order to preserve and enhance those qualities that make the above-named property eligible for inclusion in the National Register of Historic Places; provided, however, that this requirement does not apply to the Lime Kiln if the decision is made to proceed with a water supply and recreation reservoir on Fountain Creek and the Lime Kiln location will be inundated. In the event that the Lime Kiln location will be inundated, GRANTEE agrees to conduct recordation of the Lime Kiln in accordance with a Recordation and Data Recovery Plan approved by the Tennessee SHPO before inundation.
15. No disturbance of the ground surface or any other things shall be undertaken or permitted to be undertaken on real property that may contain archaeological sites which might affect the physical integrity of these archaeological sites without first conducting an intensive survey as defined in the Secretary of the Interior's Standards and Guidelines for Identification (48 FR 44720-23) and in accordance with applicable SHPO guidelines, of the area subject to such disturbance or other effect, in consultation with the Tennessee SHPO, providing the Tennessee SHPO with a report of the survey acceptable to the Tennessee SHPO, and complying with paragraph (a) of this covenant should this survey result in the identification of an archaeological site.
 - (a) No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on identified archaeological sites which are eligible for inclusion in the National Register of Historic Places that would affect the integrity of these sites without the express written permission of the Tennessee SHPO signed by a fully authorized representative thereof. Should the Tennessee SHPO require, as a condition of the granting of such permission, that the GRANTEE conduct archaeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the identified archaeological sites, the GRANTEE shall at GRANTEE's own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37) and such standards and guidelines as the Tennessee SHPO may specify, including but not limited to standards and guidelines for research design, conduct of fieldwork, conduct of analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.
 - (b) Should said survey result in a determination, concurred in by the Tennessee SHPO, that there are no archaeological sites within the area subject to disturbance or other effect, such disturbance or other effect may proceed, subject to other applicable covenants, and the requirements of this covenant 15 may be removed with respect to the area surveyed, but will continue in force with respect to any unsurveyed lands within the Columbia Project Lands area.
 - (c) Should said survey result in the identification of an archaeological site, the GRANTEE will request the opinion of the Tennessee SHPO as to whether the site is eligible for inclusion in the National Register of Historic Places. Should the Tennessee SHPO determine that the site is not eligible for inclusion in the National Register, the GRANTEE may disturb or otherwise affect the site, subject to other applicable covenants, and the requirements of this covenant 15 may be removed with respect to that site but will continue in force with respect to any other archaeological sites and with respect to any unsurveyed lands within the Columbia Project

Lands area. Should the Tennessee SHPO determine that the site is eligible for inclusion in the National Register, the GRANTEE shall comply with paragraphs (a) and (d) of this covenant.

- (d) GRANTEE shall make reasonable efforts to prohibit any person from vandalizing or desecrating the identified archaeological sites, and shall promptly report any such disturbance to the Tennessee SHPO and appropriate law enforcement authorities.
- 16. In the event of a violation of covenants 13, 14 and 15 above, and in addition to any remedy now or hereafter provided by law, the Tennessee SHPO may, following reasonable notice to GRANTEE, institute suit to enjoin said violation or to require the restoration of the aforesaid properties. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
- 17. The Tennessee SHPO shall be permitted at all reasonable times to inspect all historic properties including the Giles-Harris House and/or the Lime Kiln in order to ascertain if the above conditions are being observed.
- 18. GRANTEE agrees that the Tennessee SHPO may at its discretion and without prior notice to GRANTEE convey and assign all or part of its rights and responsibilities contained herein to a third party.

The above-mentioned property is conveyed subject to easements for general governmental purposes, all dated August 1, 2001, as may be vested in the City of Columbia, Tennessee, for TVA Tract No. XTCOLR-4E, of record in Deed Book R1556, page 690; and as may be vested in Maury County, Tennessee, for TVA Tract Nos. XTCOLR-5E through 9E, of record in Deed Book R1556, pages 716, 735, 662, 672, and 725, respectively; and subject to easements for access roads and utility easements, all dated August 1, 2001, as may be vested in third parties for TVA Tract Nos. XTCOLR-10AR, -11AR, -12AR, -13W, -14AR, -15AR, (-16AR eliminated) -17AR, -18AR, -19AR and -20AR, of record in Deed Book, R1556, pages, 775, 802, 820, 847, 858, 765, 784, 793, 829, and 838, respectively. Also, said property is conveyed subject to such rights transferred to AT&T Communications in a permanent easement for an underground cable, identified as TVA Tract No. XCOLR-1UC, dated June 14, 1988, of record in Deed Book 793, page 710. All of the above-mentioned instruments are found in the office of the Register of Maury County, Tennessee. Also, this grant is made subject to such rights in third parties to licenses, copies of which may be found in the land records of TVA. Also, this grant is made subject to such rights as may be vested in the county to road rights-of-way as contained in the Grant and Conveyance dated May 31, 1984 and September 5, 1985, for Contract No. TV-38406A (a copy of which may be found in the land records of TVA) and such rights as may be vested in the State of Tennessee to highway rights-of-way as contained in a Grant and Conveyance dated August 30, 1981, for Contract No. TV-40554A (a copy of which may be found in the land records of TVA). In addition to the above-mentioned easements, said property is also conveyed subject to such rights in third parties to roads and utilities, and subject to such rights as would be revealed upon a physical inspection of the premises, and subject to all other applicable easements, restrictions, conditions and reservations as recorded in the office of the Register of Maury County, Tennessee, including but not limited to those contained in the deeds in the source of title listed in said Exhibit B.

TO HAVE AND TO HOLD said land and premises unto the GRANTEE, its successors and assigns, in fee simple, together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Except with respect to those interests in land affecting TVA Tract Nos. COR-3 and COR-13 being quitclaimed hereunder, TVA does hereby covenant that the United States of America is seized and possessed of said land; that it as legal agent of the United States of America is duly authorized to convey

the same; that said land is free and clear of liens and encumbrances; and that, subject only to such exceptions, conditions, restrictions and limitations as may be expressly mentioned above, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through, or under the United States of America, but not further or otherwise.

IN WITNESS WHEREOF, the TENNESSEE VALLEY AUTHORITY, acting herein as legal agent of the UNITED STATES OF AMERICA, and being duly authorized to do so, has caused this instrument to be executed, in the name of the UNITED STATES OF AMERICA, by its authorized officers, and its corporate seal to be hereunto affixed this _____ day of _____, 2001.

ATTEST:

UNITED STATES OF AMERICA
By TENNESSEE VALLEY AUTHORITY,
its legal agent

J. WAYNE OWENS
Assistant Secretary

By: _____
DANIEL H. FERRY
Acting Manager
Realty Asset Services

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On the _____ day of _____, 2001, before me appeared DANIEL H. FERRY, and J. WAYNE OWENS, to me personally known, who, being by me duly sworn, did say that they are the Acting Manager, Realty Asset Services, and Assistant Secretary, respectively, of the TENNESSEE VALLEY AUTHORITY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered on behalf of said corporation, by authority of its Board of Directors, and as legal agent for the UNITED STATES OF AMERICA; and the said DANIEL H. FERRY and J. WAYNE OWENS acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA, as principal, and the TENNESSEE VALLEY AUTHORITY, as its agent.

WITNESS my hand and official seal of office in Chattanooga, Tennessee, the day and year aforesaid.

Notary Public

My commission expires: _____

Address of Grantor:

United States of America
Tennessee Valley Authority
c/o Realty Asset Services
1101 Market Street, CST 7A
Chattanooga, Tennessee 37402-2801
Telephone: (423) 751-2127

Address of Grantee:

State of Tennessee
c/o Director of Real Estate Management
Capitol Projects and Real Property Management Division
Department of Finance and Administration
William R. Snodgrass Tower, 22nd Floor
Nashville, Tennessee 37243

Tax Map: _____

Parcel: _____

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